

AMENDED AND RESTATED
AFFINITY AGREEMENT

This Amended and Restated Agreement is entered into as of this 31st day of August, 1994 (the "Effective Date") by and between MBNA AMERICA BANK, N.A., a national banking association having its principal place of business in Newark, Delaware ("MBNA America"), and DELAWARE STATE UNIVERSITY ALUMNI ASSOCIATION, an educational institution having its principal place of business in Dover, Delaware ("DSUAA").

WHEREAS, DSUAA and MBNA America, individually and in its capacity as assignee of any and all of Trans National's rights under the Agreement, are parties to an affinity agreement, as the same may have been amended (the "Original Agreement"), wherein MBNA America provides certain financial services to certain persons included in certain lists provided to MBNA America by or on behalf of DSUAA; and

WHEREAS, DSUAA and MBNA America mutually desire to amend and restate the Original Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, DSUAA and MBNA America agree as follows:

1. DEFINITIONS

When used in this Agreement,

- (a) "Agreement" means this agreement and Schedules A and B.
- (b) "Credit Card Account" means a credit card account opened by a Member in response to marketing efforts made pursuant to the Program.
- (c) "Customer" means any Member who is a participant in the Program.
- (d) "Financial Service Products" means credit card programs, charge card programs, debit card programs, installment loan programs, revolving loan programs, travel and entertainment card programs, deposit programs, long distance calling card programs and other related financial service programs.
- (e) "Mailing Lists" means updated and current lists, magnetic tapes (in a format designated by MBNA America) and/or labels containing names, postal addresses and, when available, telephone numbers of Members segmented by zip codes or reasonably selected membership characteristics.
- (f) "Member" means a member of DSUAA and/or other potential participants mutually agreed to by DSUAA and MBNA America.
- (g) "Program" means those programs and services of the Financial Service Products MBNA America agrees to offer pursuant to this Agreement to the Members from time to time.

- (h) "Royalties" means the compensation set forth in Schedule B.
- (i) "Trademarks" means any logo, service mark, trade dress, trade name, or trademark used or acquired by DSUAA during the term of this Agreement.

2. RIGHTS AND RESPONSIBILITIES OF DSUAA

- (a) DSUAA agrees that during the term of this Agreement: (i) it will endorse the Program exclusively and will not sponsor, advertise, aid, develop or solicit any Financial Service Products of any organization other than MBNA America; (ii) it will not license or allow others to license the Trademarks in relation to or for promoting any Financial Services Products of any entity other than MBNA America; and it will not sell, rent or otherwise make available or allow others to sell, rent or otherwise make available any of its mailing lists or information about any current or potential Members in relation to or for promoting any Financial Service Products of any entity other than MBNA America; and (iii) no DSUAA publication shall carry advertisements for any Financial Service Products of any entity other than MBNA America.
- (b) DSUAA agrees to provide MBNA America with such information and assistance as may be reasonably requested by MBNA America in connection with the Program.
- (c) DSUAA authorizes MBNA America to solicit its Members by mail, direct promotion, advertisements and/or telephone for participation in the Program.
- (d) DSUAA shall have the right of prior approval of all Program advertising and solicitation materials to be used by MBNA America, which contain DSUAA's Trademark; such approval shall not be unreasonably withheld or delayed.
- (e) Upon the request of MBNA America, DSUAA shall provide MBNA America with Mailing Lists free of any charge. Such Mailing Lists shall contain at least seven thousand (7,000) names with corresponding postal addresses and, when available, telephone numbers.
- (f) DSUAA shall only provide information to or otherwise communicate with Members or potential Members about the Program with MBNA America's prior written approval, except for current advertising and solicitation materials provided by MBNA America to DSUAA.
- (g) DSUAA hereby grants MBNA America and its affiliates a limited, exclusive license to use the Trademarks solely in conjunction with the Program, including the promotion thereof. This license shall be transferred upon permitted assignment of this Agreement. This license shall remain in effect for the duration of this Agreement and shall apply to the Trademarks, notwithstanding the transfer of such Trademarks by operation of law or otherwise to any permitted successor, corporation, organization or individual. Nothing stated in this Agreement prohibits DSUAA from granting to other persons a license to use the Trademarks in conjunction with the providing of any other service or product, except for any Financial Service Products.
- (h) DSUAA shall provide MBNA America with a subscription without charge to any and all DSUAA publications.

3. RIGHTS AND RESPONSIBILITIES OF MBNA AMERICA

- (a) MBNA America shall design, develop and administer the Program for the Members.
- (b) MBNA America shall design all advertising, solicitation and promotional materials with regard to the Program. MBNA America reserves the right of prior written approval of all advertising and solicitation materials concerning or related to the Program, which may be developed by or on behalf of DSUAA.
- (c) MBNA America shall bear all costs of producing and mailing materials for the Program.
- (d) MBNA America shall make all credit decisions and shall bear all credit risks with respect to each Customer's account(s) independently of DSUAA.
- (e) MBNA America shall use the Mailing Lists provided pursuant to this Agreement consistent with this Agreement and shall not permit those entities handling these Mailing Lists to use them for any other purpose. MBNA America shall have the sole right to designate Members on these Mailing Lists to whom promotional material will not be sent. These Mailing Lists are and shall remain the sole property of DSUAA. However, MBNA America may maintain separately all information which it obtains as a result of an account relationship or an application for an account relationship. This information becomes a part of MBNA America's own files and MBNA America shall be entitled to use this information for any purpose. MBNA America will not use this separate information in a manner that would imply an endorsement by DSUAA.
- (f) MBNA may use Kessler Financial Services, Limited Partnership to assist in fulfilling its obligations under this Agreement.

4. REPRESENTATIONS AND WARRANTIES

- (a) DSUAA and MBNA America each represent and warrant to the other that as of the Effective Date and throughout the term of this Agreement:
 - (i) It is duly organized, validly existing and in good standing.
 - (ii) It has all necessary power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement.
 - (iii) This Agreement constitutes a legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, receivership, reorganization or other similar laws affecting the enforcement of creditors' rights generally and by general principles of equity.
 - (iv) No consent, approval or authorization from any third party is required in connection with the execution, delivery and performance of this Agreement, except such as have been obtained and are in full force and effect.

(v) The execution, delivery and performance of this Agreement by such party will not constitute a violation of any law, rule, regulation, court order or ruling applicable to such party.

(b) DSUAA represents and warrants to MBNA America as of the date hereof and throughout the term of this Agreement that it has the right and power to license the Trademarks to MBNA America for use as contemplated by this Agreement.

5. ROYALTIES

During the term of this Agreement, MBNA America shall pay Royalties to DSUAA. Except as otherwise provided in Schedule B, payment of Royalties then due shall be made approximately forty-five (45) days after the end of each calendar quarter.

6. CROSS INDEMNIFICATION

DSUAA and MBNA America each will indemnify and hold harmless the other party, its directors, officers, agents, employees, affiliates, successors and assigns (the "Indemnitees") from and against any and all liability, causes of action, claims, and the reasonable and actual costs incurred in connection therewith ("Losses"), resulting from the material breach of this Agreement by DSUAA or MBNA America, respectively as the case may be, or its directors, officers or employees. DSUAA will indemnify and hold harmless MBNA America and its Indemnitees from and against any and all Losses arising from the Trademark license granted herein or from MBNA America's use of the Trademarks in reliance thereon. Each party shall promptly notify the other party in the manner provided herein upon learning of any claims or complaints that may reasonably result in the indemnification by the other party.

7. PROGRAM ADJUSTMENTS

A summary of the current features of the Program are set forth in Schedule A. MBNA America reserves the right to make periodic adjustments to the Program and its terms and features. MBNA America shall implement such adjustments in accordance with Delaware and applicable federal law. Such law currently requires that if an adjustment increases the fees or finance charges, MBNA America will give each Customer the opportunity to reject the change and pay the existing balance under the prior terms.

8. CONFIDENTIALITY OF AGREEMENT

The terms of this Agreement, any proposal, financial information and proprietary information provided by or on behalf of one party to the other party prior to, contemporaneously with, or subsequent to, the execution of this Agreement are confidential as of the date of disclosure. Such information will not be disclosed by such other party to any other person or entity, except as permitted under this Agreement or as mutually agreed in writing. MBNA America and DSUAA shall be permitted to disclose such terms (i) to their accountants, legal, financial and marketing advisors, and employees as necessary for the performance of their respective duties, provided that said persons agree to treat the information as confidential in the above described manner and (ii) as required by law or by any governmental regulatory authority.

9. TERM OF AGREEMENT

The Original Agreement shall have no further force and effect as of the Effective Date. The initial term of this Agreement will begin on the Effective Date and end on August 31, 1999. This Agreement will automatically extend at the end of the initial term or any renewal term for successive two-year periods. After the initial term either party may terminate this Agreement without cause by providing notice to the other party, as provided herein.

10. STATE LAW GOVERNING AGREEMENT

This Agreement shall be governed by and subject to the laws of the State of Delaware (without regard to its conflicts of law principles) and shall be deemed for all purposes to be made and fully performed in Delaware.

11. TERMINATION

(a) In the event of any material breach of this Agreement by MBNA America or DSUAA, the other party may terminate this Agreement by giving notice, as provided herein, to the breaching party. This notice shall (i) describe the material breach; and (ii) state the party's intention to terminate this Agreement. If the breaching party does not cure or substantially cure such breach within sixty (60) days after receipt of notice, as provided herein (the "Cure Period"), then this Agreement shall terminate sixty (60) days after the Cure Period.

(b) If either MBNA America or DSUAA becomes insolvent in that its liabilities exceed its assets, or is adjudicated insolvent, or takes advantage of or is subject to any insolvency proceeding, or makes an assignment for the benefit of creditors or is subject to receivership, conservatorship or liquidation then the other party may immediately terminate this Agreement.

(c) Upon termination of this Agreement, MBNA America shall, in a manner consistent with Section 11(d) of this Agreement, cease to use the Trademarks. MBNA America agrees that upon such termination it will not claim any right, title, or interest in or to the Trademarks or to the Mailing Lists provided pursuant to this Agreement. However, MBNA America may conclude all solicitation that is required by law.

(d) MBNA America shall have the right to prior review and approval of any notice in connection with, relating or referring to the termination of this Agreement communicated by DSUAA to the Members. Upon termination of this Agreement, DSUAA shall not attempt to cause the removal of DSUAA's identification or Trademarks from any person's credit devices, checks or records of any Customer existing as of the effective date of termination of this Agreement.

12. MISCELLANEOUS

(a) This Agreement cannot be amended except by written agreement signed by the authorized agents of both parties hereto.

(b) The obligations in Sections 6, 8, 11(c), and 11(d) shall survive any termination of this Agreement.

(c) The failure of any party to exercise any rights under this Agreement shall not be deemed a waiver of such right or any other rights.

(d) The section captions are inserted only for convenience and are in no way to be construed as part of this Agreement.

(e) If any part of this Agreement shall for any reason be found or held invalid or unenforceable by any court or governmental agency of competent jurisdiction, such invalidity or unenforceability shall not affect the remainder of this Agreement which shall survive and be construed as if such invalid or unenforceable part had not been contained herein.

(f) All notices relating to this Agreement shall be in writing and shall be deemed received (i) upon receipt by hand delivery, facsimile or overnight courier, or (ii) three (3) business days after mailing by registered or certified mail, postage prepaid, return receipt requested. All notices shall be addressed as follows:

(i) If to DSUAA:

DELAWARE STATE UNIVERSITY ALUMNI ASSOCIATION
DuPont Highway
Dover, Delaware 19901

ATTENTION: Ms. Sondra E. Cannon
Director of Alumni Affairs

(ii) If to MBNA America:

MBNA AMERICA BANK, N. A.
400 Christiana Road
Newark, Delaware 19713

ATTENTION: Mr. Howard C. Wallace
Executive Vice President

Any party may change the address to which communications are to be sent by giving notice, as provided herein, of such change of address. If DSUAA is providing MBNA America with notice pursuant to Section 9 herein, DSUAA must provide notice at least twelve (12) months before the effective date contained in such notice.

(g) This Agreement contains the entire agreement of the parties with respect to the matters covered herein and supersedes all prior promises and agreements, written or oral, with respect to the matters covered herein, including, without limitation, the Original Agreement. Without the prior written consent of MBNA America, which shall not be unreasonably withheld, DSUAA may not assign any of its rights or obligations under or arising from this Agreement. MBNA America may assign any of its rights or obligations under this Agreement to any other person without the prior written consent of DSUAA. MBNA America may utilize the services of any third party in fulfilling its obligations under this Agreement.

(h) MBNA America and DSUAA are not agents, representatives or employees of each other and neither party shall have the power to obligate or bind the other in any manner except as otherwise expressly provided by this Agreement.

(i) Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon or give any person other than DSUAA and MBNA America, their successors and assigns, any rights or remedies under or by reason of this Agreement.

(j) DSUAA recognizes and agrees that MBNA America's goodwill and reputation in the marketplace are valuable and intangible assets; therefore, DSUAA agrees that it shall not conduct itself or engage in any activity in a manner which may adversely affect these assets. In the event MBNA America determines that DSUAA does not so conduct itself, MBNA America may terminate this Agreement, effective immediately.

(k) Neither party shall be in breach hereunder by reason of its delay in the performance of or failure to perform any of its obligations herein if such delay or failure is caused by strikes, acts of God or the public enemy, riots, incendiaries, interference by civil or military authorities, compliance with governmental laws, rules, regulations, delays in transit or delivery, or any fault beyond its reasonable control or without its fault or negligence.

(l) This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, each of the parties, by its representative, has executed this Agreement as of the Effective Date.

DELAWARE STATE UNIVERSITY
ALUMNI ASSOCIATION

By: Sandra E. Cannon

Name: Sandra E. Cannon

Title: Director-Alumni Affairs

MBNA AMERICA BANK, N.A.

By: Howard C. Wallace

Name: Howard C. Wallace

Title: EVP

SCHEDULE A

TERMS AND FEATURES

Subject to (i) MBNA America's right to vary the Program and its terms and features, and (ii) the applicable agreement entered into between MBNA America and each Customer:

A. CREDIT CARD ACCOUNTS

1. There is NO annual fee for the first year.
2. The annual fee when applied is: \$30.00 (Thirty Dollars) per Gold Credit Card Account
\$15.00 (Fifteen Dollars) per Preferred Credit Card Account
3. The current annual percentage rate for Alumni Members will be a fixed rate of 16.9%, or a variable rate of prime plus 8.9%. For variable rate accounts, there may be an additional margin applied on account of the Customer's delinquency.
4. The current annual percentage rate for Student Members will be a fixed rate of 17.9%, or a variable rate of prime plus 10.9%. For variable rate accounts, there may be an additional margin applied on account of the Customer's delinquency.
5. Customers may be offered opportunities to select credit insurance as a benefit under the Program.

B. GOLD RESERVE ACCOUNTS

"Gold Reserve Account" means a GoldReserve (as such service mark may be changed by MBNA America, in its sole discretion, from time to time) revolving loan account opened by a Member in response to marketing efforts made pursuant to the Program.

1. There is NO Annual fee for the first six (6) months.
2. The annual fee for the second six (6) months, when applied, is \$7.50.
3. Thereafter the annual fee, when applied, is \$15.00
4. The current annual percentage rate is 16.9%.

SCHEDULE B

ROYALTY ARRANGEMENT

During the term of this Agreement, MBNA America will pay DSUAA a Royalty calculated as follows, for those accounts with active charging privileges. All Royalty payments due hereunder are subject to adjustment by MBNA America for any prior overpayment of Royalties by MBNA America:

A. CREDIT CARD ACCOUNTS

1. \$1.00 (one dollar) for each new Credit Card Account opened, which remains open for at least ninety (90) consecutive days.
2. \$3.00 (three dollars) for each Credit Card Account for which the annual fee is paid by the Customer, other than the annual fee assessed upon the opening of the Credit Card Account.
3. 0.25% (one fourth of one percent) of all retail purchase transaction dollar volume generated by Alumni Customers using a Credit Card Account (excluding those transactions that relate to refunds, returns and unauthorized transactions).
4. 0.15% (fifteen one-hundredths of one percent) of all retail purchase transaction dollar volume generated by Student Customers using a Credit Card Account (excluding those transactions that relate to refunds, returns and unauthorized transactions).
5. 2% (two percent) of phone transaction dollar volume (excluding phone transactions that relate to refunds and unauthorized calls) made through the long distance calling card service and residential phone service benefits by Alumni Customers who have a Credit Card Account. NOTE: Phone transactions will not qualify for any other transaction-based royalty.

B. GOLD RESERVE REVOLVING LOAN ACCOUNTS

1. \$0.50 (fifty cents) for each Gold Reserve Account opened, which remains open for at least ninety (90) consecutive days.
2. 0.25% (twenty-five one-hundredths of one percent) of the average of all month-end outstanding balances (excluding transactions that relate to credits and unauthorized transactions) in the calendar year for each Gold

Reserve Account. This Royalty will be paid within sixty (60) days of the calendar year end.

3. \$2.00 (two dollars) for each applicable twelve (12) month period that a customer pays the annual fee on a Gold Reserve Account.

C. GOLD OPTION REVOLVING LOAN ACCOUNTS

1. \$0.50 (fifty cents) for each Gold Option Account opened, which remains open for at least ninety (90) consecutive days.
2. 0.25% (twenty-five one-hundredths of one percent) of the average of all month-end outstanding balances (excluding transactions that relate to credits and unauthorized transactions) in the calendar year for each Gold Option Account. This Royalty will be paid within sixty (60) days of the calendar year end.
3. \$2.00 (two dollars) for each applicable twelve (12) month period that each Gold Option Account remains open.

D. DEPOSIT ACCOUNTS

"CD Deposits" means those deposits in the certificate of deposit accounts opened by Members in response to marketing efforts made pursuant to the Program.

"MMDA Deposits" means those deposits in the money market deposit accounts opened by Members in response to marketing efforts made pursuant to the Program.

1. 0.10% (ten one-hundredths of one percent) on an annualized basis, computed monthly (periodic rate of 0.0083330%) of the average MMDA Deposits.
2. 0.05% (five one-hundredths of one percent) on an annualized basis, computed monthly (periodic rate of 0.004167%) of the average CD Deposits.

C. GOLD OPTION ACCOUNTS

"Gold Option Account" means a GoldOption (as such service mark may be changed by MBNA America, in its sole discretion, from time to time) revolving loan account opened by a Member in response to marketing efforts pursuant to the Program.

1. There is NO annual fee.
2. The current annual percentage rate is 15.9%.

**ADDENDUM TO THE DELAWARE STATE UNIVERSITY ALUMNI ASSOCIATION
AMENDED AND RESTATED AFFINITY AGREEMENT**

THIS ADDENDUM (the "Addendum") is entered into this 10th day of August, 2001, by and between Delaware State University Alumni Association ("DSUAA"), and MBNA America Bank, N.A. ("MBNA America"), for themselves and their respective successors and assigns.

WHEREAS, DSUAA and MBNA America are parties to an amended and restated affinity agreement dated August 31, 1994, as the same may have been amended (the "Agreement"); and

WHEREAS, DSUAA and MBNA America mutually desire to extend the term of the Agreement and modify the royalty arrangement;

NOW, THEREFORE, in consideration of the mutual covenants and agreement contained herein, DSUAA and MBNA America agree as follows:

1. The above recitals are incorporated herein and deemed a part of this Addendum. Capitalized terms used but not otherwise herein defined are used as defined in the Agreement.
2. The current term of the Agreement is hereby extended to end on August 31, 2006. Thereafter, the Agreement shall automatically extend at the end of the current term or any renewal term for successive two-year periods, unless either party gives written notice of its intention not to renew at least ninety (90) days, but not more than one hundred eighty (180) days, prior to the last date of such term or renewal term, as applicable. This Section shall replace all provisions concerning the term of the Agreement, the renewal of the Agreement, and all notices required to not renew this Agreement.
3. The Agreement is hereby amended by adding the following to Section 1(c):

"Student Customer" means a Customer who is identified by DSUAA or the Customer as an undergraduate or graduate student of Delaware State University. "Alumni Customer" means a Customer who is not a Student Customer.
4. Effective August 10, , 2001, Section A.3 of Schedule B of the Agreement is amended by deleting "0.25 (one fourth of one percent)" and replacing this with "0.35."
5. In addition to DSUAA's obligations under the Agreement to exclusively endorse the Program, DSUAA agrees that during the term of this Agreement it will not market, solicit proposals for programs offering, or discuss with any organization (other than MBNA America) the providing of, any Financial Service Products of any organization other than MBNA America.
6. Except as amended by this Addendum, all the terms, conditions and covenants of the Agreement are valid, shall remain in full force and effect, and are hereby ratified and confirmed. Any inconsistencies between this Addendum and the Agreement shall be governed by this Addendum. This Addendum may be executed in any number of counterparts, each of which shall be considered an original, and all of which shall be deemed one and the same instrument. The Agreement, as amended by this Addendum, contains the entire agreement of the parties with

respect to the matters covered and no other prior promises, negotiations or discussions, oral or written, made by any party or its employees, officers or agents shall be valid and binding. Certain Financial Service Products or services under the Agreement may be offered through MBNA America's affiliates. For example, business credit cards are currently issued and administered by MBNA America (Delaware), N.A., and certain marketing services are currently provided by MBNA Marketing Systems, Inc.

IN WITNESS WHEREOF, each party hereto, by its representative, has duly executed this Addendum as of the date first above written, and such party and its representative warrant that such representative is duly authorized to execute and deliver this Addendum for and on behalf of such party.

DELAWARE STATE UNIVERSITY
ALUMNI ASSOCIATION

By:

Lorene K. Robinson

Name: Lorene K. Robinson

Title: Director of Alumni Affairs

Date: August 10, 2001

MBNA AMERICA BANK, N.A.

By:

Michael D. Duvich

Name: Michael D. Duvich

Title: Senior Executive Vice President

Date: August 29, 2001

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